

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR THE HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF THE NEWTON PLANNING AND DEVELOPMENT
DEPARTMENT***

***ACTING AS REPRESENTATIVE MEMBER OF THE
WESTMETRO HOME CONSORTIUM***

**REQUEST FOR PROPOSAL:
On-call HOME Investment Partnerships Program
Technical Assistance Services
*REQUEST FOR PROPOSAL #13-31***

Proposal Date: November 8, 2012 at 10:00 a.m.

**OCTOBER 2012
Setti D. Warren, Mayor**

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL No. 13-31

ON CALL HOME INVESTMENT PARTNERSHIPS PROGRAM TECHNICAL ASSISTANCE SERVICES

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for On-Call HOME Investment Partnerships Program (HOME) Technical Assistance Services, comparative judgments of technical factors, in addition to price, will be necessary. The City believes that the individual(s)/firm serving in this capacity must have a broad range of experience in the federal HOME Investments Partnership Program, affordable housing development finance, and local, state, and federal affordable housing development programs.

The City's evaluation committee shall review, evaluate and rate each proposer's technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous.

II. INTRODUCTION

The City of Newton, hereafter called the "City", is seeking a qualified housing development Consultant, hereafter the "Consultant," to work with city staff to provide technical assistance for the purpose of ensuring that affordable housing projects developed by the 14 member communities that comprise the WestMetro HOME Consortium meet the requirements of HUD's HOME Investment Partnerships Program. The Consortium, under the direction of the City as Representative Member, wishes to engage a qualified housing development consultant, experienced in the full range of affordable housing development scenarios under the HOME Program. Such assistance includes: reviewing project financials including developing subsidy layering analyses, performing underwriting analyses, determining project feasibility, reviewing draft funding agreements between the Consortium and subrecipients, Community Housing Development Organizations (CHDOs), developers, and contractors for compliance with HOME Program requirements, and conducting annual monitoring of ongoing HOME Program activities as well as completed projects for HOME Program compliance. The engagement would be on an on-call basis to provide technical assistance and support to community staff in reviewing or assisting in the establishment of such project proposals. This contract is to provide technical assistance to Members to develop or review affordable housing projects in their respective communities. The contract does not include guidance related to the political feasibility of prospective affordable housing development projects.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposal is issued for the City, acting on behalf of the Housing and Community Development Division of the Planning and Development Department acting as the "Representative Member" of the WestMetro HOME Consortium.

Inquiries involving procedural or technical matters should be directed to:

Nicholas Read, *Chief Procurement Officer*
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
or
By email: purchasing@newtonma.gov
or
By facsimile at (617) 796-1227

2. **Submission of Proposals.** Both proposals (technical and price) shall be submitted in separate, sealed envelopes clearly marked as either “RFP #13-31 Technical proposal” or “RFP #13-31 Price proposal”.

Each proposer shall submit one original and three (3) copies of its “Technical proposal” and one (1) original “Price proposal”. The name of the proposer shall be included on both envelopes. If prices are included in the technical proposal, the entire proposal will be disqualified. Both envelopes shall be sealed envelopes, clearly marked and delivered to:

Nicholas Read, Chief Procurement Officer
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459

Additional Proposal Submission Documents

References (a minimum of 3) from federal, state, or municipal project managers responsible for managing comparable housing development programs
Resumes (Project Manager/Key Personnel)
Sample monitoring letter from HOME or similar program
Sample underwriting or subsidy layering review of a HOME funded project or similar
Non-Collusion Statement, Tax Compliance Statement, a Certificate of Vote (if applicable)

Interview

The City may request interviews to take place at Newton City Hall. Interview travel expenses are to be paid by the Consultants, not the City of Newton.

Deadline for submission of proposals shall be **no later than 10:00 a.m. on Thursday, November 8, 2012.**

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, c.30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

Faxed proposals will not be accepted.

RFP Documents will be available for pickup on line at the City’s website: www.newtonma.gov/bids or for pick up at the Purchasing Department after: **10 a.m. on October 25, 2012.** There will be no charge for RFP documents.

3. **Proposal Acceptance and Rejection.** The City will give notice of the acceptance of the proposal to the successful proposer by mailing through USPS an award letter to the proposer’s address stated in the proposal. The successful proposer shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any proposer to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City, provided, however, that any waiver or request does not prejudice fair and open competition. Any proposer that is not incorporated in Massachusetts shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

4. **Technical Proposal.** The technical proposal shall consist of documentation that the proposer satisfies the minimum criteria set forth in Section VII of this RFP together with the proposers response to the evaluative criteria set forth in Section VIII.

5. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
6. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City of Newton or the City.
7. **Proposer Review of Existing Operation.** Any questions as to the RFP or the current operation of the On-Call HOME Investment Partnerships Program Technical Assistance Services must be received by November 2, 2012 at 12:00 noon and addressed to:

Nicholas Read, *Chief Procurement Officer*
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
By email: purchasing@newtonma.gov
or
By facsimile at (617) 796-1227

8. **Contract and Term.** The term of the contract shall extend from **January 1, 2013 to December 31, 2013 and renewable for a term of two additional one-year terms.**
9. **Insurance Requirements.** During the term of any agreement, consultant firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. Commercial General Liability insurance with not less than the following limits:	
General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Consultant Agreement to be entered into by the successful proposer.

- B. Workers compensation insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City shall be named as additional insured on all policies obtained by the consultant firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

11. **Force Majeure.** Neither the City nor the consultant firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
12. **Termination.** Consultant firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.

13. **Non-discrimination/Equal Opportunity.** Consultant firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City's facilities.
14. **Assignment.** Consultant firm shall not assign or subcontract any portion of the operation without prior written approval from the City.
15. **Independent Contractor.** Consultant firm and its employees will operate as an independent contractor and are not considered to be City's employees.

IV. SCOPE OF SERVICES

The Consortium (through the City of Newton as Representative Member) may call upon the Consultant to provide services integral to the development and monitoring of HOME activities to Consortium Members, which shall include but are not limited to:

- 1) **Member project proposal review for HOME Program eligibility and requirements**
 - a) Advise Members on how to bring project proposals into conformance with HOME eligibility and other regulatory requirements.
 - b) Prepare Subsidy Layering Analysis, underwriting reviews.
 - c) Assist with developer capacity assessments and neighborhood market conditions and other related project analyses for Member projects as required by the HOME Program.
 - d) Review and assist in the preparation of HOME project funding agreements and other funding instruments.
- 2) **General technical support in affordable housing development financial matters**
 - a) Work with Member program and legal staff, and Member agencies/officials and advisory committees, as needed, to provide financial and/or other technical support as necessary.
- 3) **Attend Meetings**
 - a) Attend scoping sessions with Member and Representative Member staff and at times with project sponsors, as projects arise.
 - b) Attend WestMetro HOME Consortium Council meetings (approximately 6 per year) and give report on activities.
- 4) **Provide annual monitoring services of Consortium activities and programs for compliance with HOME Program rules and regulations on behalf of the WestMetro HOME Consortium.**

Project Scope

Task 1: Project Proposal Review

The City expects that Consortium HOME projects adhere to the HOME Program eligibility and requirements.

The Consultant will be required to, where necessary, assist in the initial review and scoping of all proposed projects to identify and determine applicable HOME Program eligibility and requirements of the HUD, HOME Program and WestMetro HOME Consortium rules, guidance, and notices. This task will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

The Consultant will be expected to travel to Member Community locations, including the City, during normal business hours to assist in the initial review of project proposals. Reviews will be conducted in conjunction with the Representative Member and Member Community staff, and may also include project sponsors, subrecipients, developers and/or contractors.

Deliverable: None are expected.

Task 1A: Advising Members on Conformance with HOME Program

The Consultant will interface with Member Community staff, Representative Member staff, contractors, subrecipients, Community Housing Development Organizations, and developers to provide technical assistance as to how project proposals can be brought into compliance with the HOME Program and other regulatory requirements. This task will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

Deliverable: The Consultant may be required to produce memoranda to Member and Consortium staff and other correspondence and analyses, as needed.

Task 1B: Preparation of Project Analyses

The Consultant will prepare project-level analyses required by the HOME Program in a manner that conforms to HUD requirements and WestMetro HOME Consortium policies. These analyses include Subsidy Layering and underwriting reviews. The Consultant may also be requested to assist Member communities in the development of neighborhood market condition and developer capacity analyses. This task will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

Deliverable: Completed Subsidy Layering Analyses, project-level underwriting reviews, market analyses and developer capacity analyses, as required and at a level in conformance with HOME Regulations and Consortium policy.

Task 1C: Review and Assist in HOME Project Funding Documents Preparation

The City will provide template legal documents for use on all HOME-assisted projects, including funding agreements, mortgages, mortgage notes, deed restrictions and affordable housing covenants. The Consultant may be requested to assist Member Communities and the Representative Member with the preparation and review of aforementioned documents to ensure compliance with regard to HOME requirements only. This task will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

Deliverable: The Consultant may be required to provide redlined Microsoft Word documents, or similar.

Task 2: General Technical Assistance on Housing Development Financial Matters

The Consultant will perform general technical assistance for Member Communities and the Consortium on housing development financial matters in rental and ownership projects, which may include guidance on structuring financing with other federal, state, or local programs; general feasibility and underwriting resolutions; industry standards; and guidance on other federal, state and local affordable housing development requirements. The Consultant will work with Member Community and Representative Member program and legal staff, and Member agencies/officials and advisory committees, as needed, to provide this technical assistance. This task will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

Deliverable: The Consultant may be required to produce memoranda to Member Community and Representative Member staff, officials and advisory committees and may be required to attend one or more committee meeting, depending on the scope and nature of the assistance.

Task 3: Meetings

The Consultant will be expected to attend meetings with Member Community and Representative Member staff and project developers (as projects arise and typically at Newton City Hall, but may include other Consortium Community locations) and Consortium Council meetings (approximately 6 per year) held at Newton City Hall. The Consultant will be expected to report on its monitoring and project assistance activities at Consortium Council meetings.

Deliverable: The Consultant will be required to attend and report on monitoring and project assistance activities at Consortium Council meetings.

Task 4: Annual HOME Program Monitoring

On behalf of the WestMetro HOME Consortium, the Consultant will be responsible for scheduling and providing annual *on-site* monitoring of selected Consortium HOME activities for compliance with the HOME Program regulations. The Consultant will be expected to conduct said monitoring using means and methods consistent with the WestMetro HOME Consortium Monitoring Policy (attached hereto) and the HUD Community Planning and Development Monitoring Handbook for HOME and related HOME Program Monitoring Exhibits.

Deliverables: The Consultant will deliver to the Representative Member written monitoring reports detailing findings and any required course of action; and completed applicable HOME Program Monitoring Exhibits.

On-Call Structure

The Consultant will provide services to Members only after receiving approval from the Representative Member.

Upon the request of the Representative Member, the Consultant may be asked to have an initial meeting with some or all of the current Members of the Consortium for up to 2 hours. These meetings should take place within a month of full execution of the contract. During this meeting, the Consultant should review the Member's current and proposed HOME funded projects and determine the approximate need of the Member for the Consultant's services.

The Representative Member may direct the Consultant to meet with a Member for a project review meeting when a potential new project or HOME eligibility issue has been identified. In this case, the Consultant will be asked to review the project or program for compliance with HOME requirements. After meeting with the Member, the Consultant may draft a brief proposal that would outline the services to be provided, the schedule, and the number of hours expected to be utilized (up to a maximum of 15 hours per project) and forward it to the Member with a copy to the Representative Member.

If approved, the Representative Member will send an email message to the Consultant authorizing him/her to proceed with assistance up to the authorized number of hours. The limits on the number of Consultant hours indicated may be waived by the Representative Member, following justification by the Member.

V. MINIMUM QUALIFICATIONS

All proposals must satisfy the following minimum criteria to be considered:

1. Resume(s)
2. Participation in providing technical assistance in reviewing, developing, monitoring, or facilitating **at least 5** HOME funded programs and/or affordable housing development projects within the last **5 years**;
3. Experience (developing, reviewing, or providing other technical assistance for an application) with the HOME Program and **at least two** of the following programs: CDBG; federal tax credit; Chapter 40B Comprehensive Permit; Local Initiative Program (LIP); a local inclusionary zoning or linkage ordinance; MHFA (any of the following: MassHousing 13A; Rental Housing (General or Elder 80/20)); HUD 202 or 811; or similar programs.
4. A minimum of three references.
5. A sample monitoring report/letter from HOME or a similar program.
6. A sample underwriting or subsidy layering review of a HOME funded project or similar.

VI. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

City staff will conduct an initial screening of all proposals received by the deadline to determine whether the Minimum Qualifications have been met. The proposals of qualified firms or teams, plus any firms or teams whose Minimum Qualifications require additional review in the opinion of City staff, will be reviewed by an evaluation panel consisting of Housing and Community Development Division staff. The panel members will evaluate written qualifications to develop a Short List of firms to be considered for selection. Oral presentations may be required from short listed firms, and references may be contacted for any or all of the short listed firms. References may be considered in the panel's evaluation.

Proposals shall be evaluated based on the following criteria:

1. Extent of experience with HOME Program regulations and requirements.

Highly Advantageous –The Proposer has at least 7 years of experience in providing significant technical assistance in reviewing, developing, monitoring, or facilitating the HOME Program. The Proposer has a highly qualified company and/or team and has demonstrated excellent understanding with respect to HOME Program regulations and requirements. Work samples are of outstanding quality in content and understanding of HOME Program requirements.

Advantageous - The Proposer has at least 5 years of experience in providing significant technical assistance in reviewing, developing, monitoring, or facilitating the HOME Program. The Proposer has a qualified company and/or team and has demonstrated adequate or sufficient understanding with respect to HOME Program regulations and requirements. Work samples are of good quality in content and understanding of HOME Program requirements.

Unacceptable - The Consultant has fewer than 5 years of experience in providing significant technical assistance in reviewing, developing, monitoring, or facilitating the HOME Program. The Consultant has an unqualified company and/or team and has demonstrated inadequate or insufficient understanding with respect to understanding HOME Program regulations and requirements. Work samples minimally meet understanding of HOME Program requirements.

2. Extent of experience in financial and market analysis of affordable rental and ownership housing development activities using HOME funds.

Highly Advantageous –The Proposer has at least 7 years of experience with financial and market analysis of both affordable rental and ownership housing development activities using the HOME Program. Work samples are of outstanding quality in content and in understanding of financial and/or market analysis requirements.

Advantageous - The Proposer has at least 5 years of experience with financial and market analysis of both affordable rental and ownership housing development activities using the HOME Program. Work samples are of good quality in content and in understanding of financial and/or market analysis requirements.

Unacceptable - The Proposer has at less than 5 years of experience with financial and market analysis of either affordable rental or ownership housing development activities using the HOME Program. Work samples minimally meet understanding of financial and/or market analysis requirements.

3. Extent of experience with local, state, and federal affordable housing development programs.

Highly Advantageous – The Proposer’s and all key personnel resume(s) demonstrate professional experience in more than 2 local, state, and federal programs used in conjunction with HOME-assisted affordable housing development projects.

Advantageous – The Proposer’s and all key personnel resume(s) demonstrate professional experience in at least 2 local, state, and federal programs used in conjunction with HOME-assisted affordable housing development projects.

Unacceptable – The Proposer’s and all key personnel resume(s) does not demonstrate professional experience in at least 2 local, state, and federal programs used in conjunction with HOME-assisted affordable housing development projects.

4. Extent of general professional experience in affordable housing development activities.

Highly Advantageous – The Proposer has 7 or more years of general professional experience in affordable housing development activities.

Advantageous – The Proposer has 5 or more years of general professional experience in affordable housing development activities.

Unacceptable – The Proposer has less than 5 years of general professional experience in affordable housing development activities.

VII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

- 1. Price Proposal.** Offeror’s fee shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the proposer and placed in a separate sealed envelope marked "Price Proposal – On-Call HOME Investment Partnerships Program Technical Assistance Services."

2. **Technical Proposal.** Offeror's technical proposal shall be signed by a duly authorized representative of the proposer and submitted on **Attachment B** and shall include narrative descriptions for Evaluative Criteria contained in Section VIII. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the proposer at the bottom:

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked "Technical Proposal - On-Call HOME Investment Partnerships Program Technical Assistance Services".

3. **Addendum.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, you must make your company known to the City's Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#13-31) you would like to be recorded as taking out. It is the contractors sole responsibility to ensure that they have received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City's website: www.newtonma.gov/bids

IX. RULE FOR AWARD

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible offeror (or, for a contract requiring payment to the City, the apparent highest responsive and responsible offeror).

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ATTACHMENT A

ON CALL HOME INVESTMENT PARTNERSHIPS PROGRAM TECHNICAL ASSISTANCE SERVICES

PRICE PROPOSAL

The price proposal will be based on an hourly rate of the person(s) who will be working on this project. The bidder will indicate the rate for each person involved in this project together with an estimate of the percentage of time each person will be working on it. The low bid will be the lowest combined total hourly rate for all people working on this project based on the percent each person will be working on it. Historically, the Consortium has engaged in HOME Program consulting services an estimated 90 hours per fiscal year.

The bidder is responsible for providing own workspace, equipment, and tools, and covering all routine travel and other expenses. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

This will be an “on-call” contract. Services will be called for as needed, by letter of authorization (or by email) outlining scope, duration, deadlines, estimated hours, deliverables, and any related requirements.

This form must be completed and placed in a **separate** sealed envelope marked
**“RFP #13-31 On-Call HOME Investment Partnerships Program Technical
Assistance Services – PRICE PROPOSAL”**

Price Proposal – On-Call HOME Investment Partnerships Program Technical Assistance Services

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

Price: _____

ATTACHMENT B

**ON CALL HOME INVESTMENT PARTNERSHIPS PROGRAM
TECHNICAL ASSISTANCE SERVICES**

TECHNICAL PROPOSAL

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
**“RFP #13-31 ON-CALL HOME PROGRAM TECHNICAL ASSISTANCE SERVICES
– TECHNICAL PROPOSAL”**

This proposal includes addenda number(s) _____, _____, _____, _____,

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

City – Contractor Agreement

FOR

ON CALL HOME INVESTMENT PARTNERSHIPS PROGRAM TECHNICAL ASSISTANCE SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the “CONSULTANT” and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its, Planning and Development Director but without personal liability to her hereinafter referred to as “The City”.

WITNESSETH THAT:

WHEREAS, the City desires the CONSULTANT to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

GENERAL PROVISIONS

1. Employment of Consultant.

The City agrees to engage the services of the CONSULTANT and the CONSULTANT

agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made part hereof, subject to compliance by the CONSULTANT with all the terms and conditions set forth within this Agreement.

2. Scope of Services.

The CONSULTANT shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services attached hereto and made a part hereof.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in Schedule C, Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

- (a) The CONSULTANT represents that he or she has, or will secure at his or her own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the CONSULTANT.
- (b) All of the services required hereafter shall be performed by the CONSULTANT or under his or her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

- (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the CONSULTANT from his or her responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits.

It is agreed that the CONSULTANT and CONSULTANT'S employees, agents, or other persons for whose conduct the CONSULTANT is responsible shall not be deemed to be employees of the City and shall file any claim nor bring any action for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the CONSULTANT the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval or acceptance of any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the CONSULTANT only for those direct costs incurred by the CONSULTANT pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges, and is also exempt from sales tax, freight and handling charges are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the CONSULTANT fails to fulfill in a timely manner his or her obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the CONSULTANT of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the CONSULTANT under this Agreement shall, at the option of the City, become its property, and the CONSULTANT shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the CONSULTANT, and the City may withhold any payments to the CONSULTANT for the purposes of set off until such time as the exact amount of damages due to the City from the CONSULTANT is determined.

9. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the CONSULTANT of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the CONSULTANT shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

The City may, from time to time, require changes in the Scope of Services of the CONSULTANT to be performed hereafter. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation or any

change in the work schedule, which are mutually agreed upon by and between the City and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

11. Incorporation of Non-Discrimination Laws and Regulations

The CONSULTANT, including all approved consultants and subcontractors, shall and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the CONSULTANT agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of CONSULTANT

The CONSULTANT covenants that he or she has neither presently nor shall he or she during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the CONSULTANT, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the Planning and Development Director.

15. Certifications

By executing this Agreement, the CONSULTANT makes the following certifications:

- a) The CONSULTANT has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b) No consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT.
- c) No person, corporation or other entity, other than the bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this Agreement for design

services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the CONSULTANT.

- d) For contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction cost exceeds One Hundred Thousand Dollars (\$100,000), the CONSULTANT shall have internal accounting controls as required by section 39R (c) of C. 30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The CONSULTANT shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and two like originals.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

Monies are available in the following accounts:

16L1142 - _____

16M1142 - _____

16N1142 - _____

I further certify that the Mayor, or his designee,
is authorized to execute contracts and
approve change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Director, Planning and Development

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

(Name of Business)

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____

(insert a date that is ***ON OR AFTER*** the date the officer signed the **proposal.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

WESTMETRO HOME CONSORTIUM MONITORING POLICY

In order to ensure accountability, respond to community needs, and use HOME resources efficiently and effectively, the WestMetro HOME Consortium is committed to the following comprehensive monitoring plan.

Monitoring Objectives and Strategy

Overall monitoring objectives of the WestMetro HOME Consortium monitoring plan include:

- Identifying and tracking program and project results
- Identifying technical assistance needs of Member communities, CHDOs and subrecipient staff
- Ensuring timely expenditure of HOME funds
- Documenting compliance with Program rules
- Preventing fraud and abuse
- Identifying innovative tools and techniques that support affordable housing goals

To ensure an appropriate level of staff effort, the Consortium's monitoring strategy will involve a two pronged approach: Ongoing monitoring and on-site monitoring.

Ongoing Monitoring

Ongoing monitoring must occur for all HOME-assisted activities each program year. Basic ongoing monitoring involves conducting periodic reviews of activities to:

- Ensure regulatory compliance
- Track program performance

For all developers, sponsors, and contractors receiving HOME funds for projects:

- The organization will be required to submit periodic progress reports to Consortium member's staff about its activities.
- The member's agreement with the organization will identify the format and frequency of project or program-related reports.
- Member monitoring staff will follow the progress of the organization's project to ensure that deadlines are being met and that eligible costs are being submitted for work completed.

For Consortium Members:

- It is important for the Consortium Administrator's monitoring staff to examine the member's progress in designating HOME funds to eligible projects.
- If members are slow in setting up projects or in drawing down HOME funds, Consortium Administrator's monitoring staff will contact the organization to discuss the reasons for the slow progress.

- If Consortium Administrator's monitoring staff believes a member may not be able to commit and spend its HOME funds within the period of the HOME Agreement, an on-site review may be needed.
- If it is determined that HOME funds will not be drawn down, the Consortium Administrator's staff can take steps to reprogram the funds to another entity, in accordance with the Consortium's Administrative Guidelines.

Consistent use of the Consortium's Project and IDIS Setup and Completion forms, and Project and CHDO Records checklists will pave the way for a smooth monitoring visit.

On-Site Monitoring

On-site monitoring seeks to closely examine whether performance or compliance problems exist and identify the aspects of the program or project that are contributing to the adverse situation. The HOME Consortium member will use a risk factor analysis to target certain HOME program areas or organizations for in-depth monitoring each year.

During an on-site review, monitoring staff:

- Identify aspects of the program or project where the organization is performing well and poorly
- Assess compliance with program requirements
- Determine whether record keeping is adequate
- Prepare a report summarizing the results of the review
- Describe any required follow-up activity

Risk Factor Analysis

With limited staff and time resources, most Members cannot perform on-site reviews of all HOME-funded activities. Risk factor analysis will help to determine where member staff time and attention is best focused. More information on doing risk factor analysis can be found at <http://www.hud.gov/offices/cpd/affordablehousing/training/checkup/monitoring/assessingrisk>.

cfm. A list of risk factors that may be considered is included at the end of this Plan.

On-Site Visit

Once the risk factor analysis has identified HOME-funded activities to be monitored, an on-site visit to the program or project will be scheduled to gather specific information and observe actual program elements. Using the monitoring checklists available on the HOME Monitoring Tools Website can help structure the on-site review. For more information, see:

<http://www.hud.gov/offices/cpd/affordablehousing/training/checkup/performance/monitoringtools.cfm>.

Scheduling and Notification

On-site monitoring will be done when determined necessary by on-going monitoring. In addition, each Consortium member and the Consortium Administrator will do a risk analysis and subsequent on-site monitoring on an annual basis starting in the third quarter of the program year.

Member monitoring staff will contact the entity being monitored at least two weeks prior to the planned date of the on-site visit in order to schedule the monitoring review. Once the entity has been contacted and the actual dates are scheduled, monitoring staff will send a letter to the entity that confirms:

- The date and time of the visit
- The names of the staff conducting the site visit
- The elements of the program or project that will be monitored
- The files and records that will be reviewed
- The members of the organization who will be available for interviews

File Review

Before conducting the on-site visit, member monitoring staff will review the organization's:

- HOME application(s) and executed HOME Agreements
- Recent status reports
- Financial reports
- Any previous correspondence
- Reports from past on-site monitoring reviews

These items will be reviewed to:

- Assess progress
- Examine changes in activities
- Identify existing or potential problems
- Determine the elements of the HOME project to be given priority during the on-site review

Site Visit

Monitoring staff (member staff or Consortium Administrator staff) will gather information from a variety of sources and complete the following steps during the on-site review:

- Conduct an initial meeting with the executive director, program director or other official to explain the purpose and schedule for the review
- Interview members of the organization's staff to gather information about activities and performance
- Review additional materials provided by the entity to obtain more detailed information about the program or project
- Examine a sampling of files to verify the existence of required documentation and the accuracy of reports being sent to the member
- Visit a sampling of program sites (or the project itself) to confirm information contained in program files; this may also include interviewing residents
- Meet with local lending or other partners (if applicable)
- Conduct an exit conference with appropriate senior staff to discuss the preliminary conclusions of the review and identify any follow-up actions necessary

Completion of the Site Visit

After visiting the project site, monitoring staff will complete the following steps:

- Properly record the results of the review
- Fill out all applicable checklists and document with clear notes
- Attach to the checklists all documentation required to support conclusions from the review
- Place the checklists and documentation in the HOME monitoring file for that organization
- Meet with member program staff to review the findings of the monitoring visit and agree on a course of action
- Issue a written monitoring report (copies to the monitored activity's agency and the Consortium Administrator) detailing findings and any required course of action and place in the activity's monitoring file.

Risk Factors for Poor Performance or Compliance Violations

Previous Monitoring Results

- Recurring problems identified during monitoring;
- Inability to clear outstanding issues;
- Poor implementation of actions to correct past findings;
- Not monitored recently; and
- New subrecipient.

Recent Problems

- Letters of complaint;
- Inaccurate/incomplete and late project submissions or progress reports;
- Audit findings or no audit conducted;
- Failure to meet agreed-upon schedules;
- Failure to comply with provision(s) of HOME agreement; and
- Poor performance/compliance in other programs administered by agency.

Project-Specific Factors

- Large number of units;
- Inexperienced developer;
- Inexperienced general contractor; and
- Multiple funding sources.

Program Performance/Local Capacity

- No previous experience with this activity;
- Past difficulties in carrying out this type of activity;
- Low productivity or unusually high productivity without explanation;
- Low-quality program documentation;
- Lack of progress in spending HOME funds
- Staff turnover/inexperienced staff;
- Change in agency or program leadership;
- Significant change in goals and direction of administering agency; and
- Poor quality business plan.

Program Complexity

- Large amount of HOME funds awarded;
- Large number of projects;
- Use of several contractors;
- Projects involving multiple transactions and several parties;
- Programs that add a number of local conditions or preferences; and
- Large number of local lending partners or other funding sources.

END OF SECTION